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Established in 1859

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DATE: 12/4/03

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FROM: Richard A. Kaba

DISPATCHED BY: J. Palomar

OUR FILE NO.: 1410/67218

TO: Name: Drew E. Becker
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MESSAGE:

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PATENT
Attorney Docket 67218

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: GUZOWSKI et al.
Appln. No.: 09/729,993
Filed: December 4, 2000
For: APPARATUS FOR SHIPPING AND
PREPARING BAKED FOOD
PRODUCTS
Group Art
Unit: 1761
Examiner: Becker, Drew E.

TERMINAL DISCLAIMER

Attention: Assistant Commissioner
for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Kraft Foods Holdings, Inc., the owner of the entire right, title and interest in and to above-captioned Application No. 09/729,993 ("the instant application"), and of the entire right, title and interest in and to a second pending Application, No. 09/822,630 ("the second application"), hereby disclaims, except as provided below, the terminal part of any patent granted on the instant application that would extend beyond the expiration date of the full statutory term of any patent granted on the second application, and hereby agrees that any patent granted on the instant application shall be enforceable only for and during such period that it and any patent granted on the second application shall be commonly owned.

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Appln No. 09/729,993
Filed December 4, 2000

TERMINAL DISCLAIMER
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The owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term of any patent granted on the second application in the event that the latter patent expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole under 35 U.S.C. § 1.321(a), has all claims cancelled by a reexamination certificate, or is otherwise terminated prior to the expiration of its full statutory term.

This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

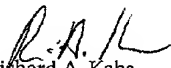
In accordance with the fee schedule set forth in 37 C.F.R. § 1.20(d), please charge \$110.00 to our Deposit Account No. 06-1135. This sheet is filed in triplicate.

The undersigned is an attorney of record in the instant application.

Respectfully submitted,

FITCH, EVEN, TABIN & FLANNERY

By


Richard A. Kaba
Registration No. 30,562

Date: December 4, 2003

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